

MODIFICATION 0525

INDICATIVE LEGAL TEXT - ATTACHMENT A

Amendment of Interconnection Agreements, etc

TRANSITION DOCUMENT - PART VB - INTERCONNECTION AGREEMENTS

1. Notwithstanding any provision of TPD Section I or Section J or any of the Ancillary Agreements, National Grid NTS may, without the agreement or consent of any User, agree to amend each Interconnection Agreement (including Network Entry Provisions and Network Exit Provisions contained in such Interconnection Agreement), and may enter into each Tripartite Agreement, so as to be in the form which is submitted by the Adjacent TSO to, and approved by, the Authority pursuant to Standard Licence Condition 3(1) of the Interconnector Licence held by the Adjacent TSO.
2. The provisions of this Part VB apply separately in respect of each Interconnection Agreement and Tripartite Agreement.
3. Each Ancillary Agreement shall be deemed modified to permit the Interconnection Agreement to be amended as provided in paragraph 1.
4. Before the Adjacent TSO submits the proposed amended Interconnection Agreement or (as the case may be) proposed Tripartite Agreement to the Authority for approval, National Grid NTS will consult with Users in respect of the Relevant Provisions, as follows:
 - (a) National Grid NTS will send the proposed Relevant Provisions to Users and invite Users to comment on the proposed Relevant Provisions within a period of four weeks from when the proposed Relevant Provisions are sent to Users (and for avoidance of doubt the four week period may have started before the Code was modified to include this Part VB);
 - (b) National Grid NTS may send minor changes to the proposed Relevant Provisions to Users up to two weeks before the end of such four week period;
 - (c) National Grid NTS may extend the period within which Users may comment on the proposed Relevant Provisions;
 - (d) National Grid NTS will consider the comments made by Users on the proposed Relevant Provisions, and discuss such comments with the Adjacent TSO; and may invite any User or Users to discuss such comments with National Grid NTS;
 - (e) National Grid NTS will inform Users of any changes to the proposed Relevant Provisions agreed with the Adjacent TSO on the basis of the comments made by Users (and by IS Users), and will send to Users the Relevant Provisions contained in the proposed amended Interconnection Agreement or (as the case may be) proposed Tripartite Agreement submitted to the Authority by the Adjacent TSO;
 - (f) National Grid NTS will send (or arrange for the Adjacent TSO to send) to the Authority the comments made by Users under paragraph (a) no later than when the Adjacent TSO submits the proposed amended Interconnection

Agreement or (as the case may be) proposed Tripartite Agreement to the Authority for approval.

5. This Part VB does not authorise National Grid NTS to agree to amend any Interconnection Agreement on more than one occasion, or to agree to amend an Interconnection Agreement after 1 October 2015.
6. For the purposes of this Part VB:
 - (a) the **Interconnection Agreements** are:
 - (i) the Interconnection Agreement dated 25 August 1998 between National Grid Gas plc and Interconnector (UK) Limited (as amended and restated);
 - (ii) the Interconnection Agreement dated 25 August 1998 between National Grid Gas plc and BGE (UK) Limited (as amended and restated); and
 - (iii) the Interconnection Agreement dated 21 April 2009 between National Grid Gas plc and BBL Company V.O.F (as amended and restated);
 - (b) the **Ancillary Agreements** are:
 - (i) the Ancillary Agreement in respect of the UK-Continent Interconnector dated 25 August 1998 between National Grid Gas plc and the Users listed in Part 2 of Schedule 1 to the Ancillary Agreement (as amended and restated);
 - (ii) the Ancillary Agreement in respect of the GB-Ireland Interconnector dated 25 August 1998 between National Grid Gas plc and the Users listed in Part 2 of Schedule 1 to the Ancillary Agreement (as amended and restated); and
 - (iii) the Ancillary Agreement in respect of the BBL Interconnector dated 18 November 2010 between National Grid Gas plc and the Users listed in Part 2 of Schedule 1 to the Ancillary Agreement (as amended and restated);
 - (c) the **Tripartite Agreements** are:
 - (i) the Tripartite Agreement to be entered into between National Grid Gas plc, BGE (UK) Limited and Premier Transmission Limited;
 - (ii) [the Tripartite Agreement to be entered into between National Grid Gas plc, BGE (UK) Limited and [Gas Networks Ireland]];
 - (d) **Relevant Provisions** are the following provisions of an Interconnection Agreement or Tripartite Agreement:
 - (i) Network Entry Provisions;
 - (ii) Network Exit Provisions;

- (iii) provisions agreed between the TSOs to give effect to:
 - (1) the provisions of EID Section B relating to Bundled Interconnection Point Capacity;
 - (2) the provisions of EID Section C relating to the functions of Initiating TSO and Matching TSO;
 - (3) the provisions of EID Section D as to the Operational Balancing Account and the determination of Users' UDQIs and UDQOs;

so far as such provisions provide for or directly affect how the arrangements between Users and National Grid NTS under the EID operate;

- (iv) provisions governing communication between TSOs in exceptional events.